

REGULAR COUNCIL MEETING
APRIL 11, 2017

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
April 11, 2017 - 8:00 P.M.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Present: Renee C. Burgess, Vernal Cox, Charnette Frederic, Paul Inman, Sandra R. Jones, David Lyons

Absent: October Hudley (excused),

President Lyons read the Statement of Proper Notice pursuant to the Sunshine Law.

4. Hearing of Citizens on Agenda Items Only (limited to three minutes per person and thirty minutes total)

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

6. Reports & Recommendations of Township Officers, Boards & Commissions

A. Reports

1. Minutes – Directors' Meeting – March 28, 2017
2. Municipal Court Electronic Collections Report Through February, 2017
3. Constable Reports Through March, 2017
4. Tax Collector – Monthly Reports December, 2016, January 2017, and February, 2017

7. Reports of Committees

None

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

None

C. Bills & Claims

Jones – Cox 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD APRIL 11, 2017, AS ENUMERATED ON THIS LIST FOR MATERIALS, SUPPLIES AND SERVICES FURNISHED, DELIVERED AND/OR PERFORMED HAVE BEEN CERTIFIED BY THE DEPARTMENTS AS CORRECT, EACH CLAIM AND PURCHASE ORDER HAVE BEEN VERIFIED AND REVIEWED FOR THE AVAILABILITY OF FUNDS, ACCURACY OF ACCOUNT CODING AND COMPLETENESS BY THE ADMINISTRATION, THEREFORE:

BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THAT THE FOLLOWING BE PAID BY THE CHIEF FINANCIAL OFFICER:

| | |
|-----------|----------------|
| BILL LIST | \$2,155,403.05 |
| TOTAL | \$2,155,403.05 |

Adopted
Absent: Hudley

Jones – Cox 2. Payrolls

March 11, 2017 through March 24, 2017

| | | | |
|----------------|--------------|--------------|----------------|
| REGULAR | OVERTIME | OTHER EARNED | TOTAL |
| \$1,534,484.10 | \$140,031.80 | \$316,637.10 | \$1,991,153.00 |

Adopted
Absent: Hudley

9. Resolutions & Motions

A. Resolutions

Frederic – Jones 1. Authorize Removal of Handicapped Parking Space at 24 Myrtle Avenue – Handicapped Resident Planning to Move

WHEREAS, on February 28, 2017 the Municipal Council adopted Resolution Number DP 17-0228-6 which authorized a handicapped parking space in front of 24 Myrtle Avenue; and

WHEREAS, the handicapped resident at 24 Myrtle Avenue has advised the Irvington Police Department that she no longer needs a handicapped parking space in front of 24 Myrtle Avenue due to the fact that she is preparing to move:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the restricted handicapped parking space heretofore established in front of 24 Myrtle Avenue be and the same are hereby rescinded; and

BE IT FURTHER RESOLVED that the Department of Public Works is directed to remove the restricted handicapped parking sign located in front of said residence.

Adopted
Absent: Hudley

Frederic – Jones 2. Authorize Contract With Powerco for the Repair of a Wheel Loader Over the \$17,500.00 Pay to Play Threshold and Under the \$40,000.00 – Lowest Quote of \$19,997.86

AUTHORIZING PURCHASE OVER THE PAY TO PLAY THRESHOLD OF \$17,500.00

WHEREAS, the Township of Irvington intends to enter into contracts with vendors over the pay-to-play threshold of \$17,500.00 through this resolution and properly executed purchase orders as needed, which shall be subject to all the conditions applicable law of N.J.A.C. 5:34- et seq; and,

WHEREAS, the Township has obtained three quotes for this service from A.Lembo Car & Truck Collision, Inc., Powerco Inc. and Farm-Rite Inc., herein attached; and

WHEREAS, Powerco of 12 Route 173, Clinton, NJ 08809 has provided the lowest quote of \$19,997.86; and

WHEREAS, in compliance with 19:44a-20.13 et., seq., Powerco, Inc. will exceed the Pay-to-Play threshold of \$17,500.00 for calendar year 2017; and,

WHEREAS, Powerco, Inc. has completed the Township C-271, elect reports and political disclosure forms. These forms are on file in the Division of Purchasing Office and the Municipal Clerk; and

WHEREAS, all purchases to the above vendor will not exceed the bid threshold of \$40,000.00; and

NOW, THEREFORE, BE IT RESLOVED, that the Municipal Council of the Township of Irvington hereby authorizes the Qualified Purchasing Agent to pay the above vendor in excess of pay to play threshold \$17,500.00 but under the bid threshold of \$40,000.00; and

BE IT FURTHER RESOLVED, that the required certification of availability of funds C7-00162 in the amount of \$19,997.86 from account number 7-01-21-165-165-118 has been obtained from the Chief Financial Officer

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2017

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$17,500.00.

Adopted
Absent: Hudley

Frederic – Inman 3. Authorize Acceptance of \$250.00 Donation to the Township From The Officers Union Local 2004 for the 5K Walk

A RESOLUTION ACCEPTING A DONATION OF \$250.00 FROM THE OFFICERS UNION LOCAL 2004

WHEREAS, The Officers Union Local 2004 has graciously offered to donate \$250.00 to the Township for the 5K walk; and

WHEREAS, the funds collected will be used to purchase refreshments for the 5K walk; and

WHEREAS, it is in the Township's best interest to accept the donation.

NOW, THEREFORE, BE IT RESOLVED by the Township of Irvington, County of Essex, New Jersey as follows:

1. The Township accepts the donation for the purposes set forth above and thanks the Officers Union-Local 2004 for its generosity and service to the Township.

Adopted
Absent: Hudley

Inman – Frederic 4. Authorize Acceptance of \$250.00 Donation to the Township From The International Association of Firefighters- Local 305 for the 5K Walk

A RESOLUTION ACCEPTING A DONATION OF \$250.00 FROM THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS- LOCAL 305

WHEREAS, The International Association of Firefighters- Local 305 has graciously offered to donate \$250.00 to the Township for the 5K Walk; and

WHEREAS, the funds collected will be used to purchase refreshments for the 5K walk; and

WHEREAS, it is in the Township's best interest to accept the donation.

NOW, THEREFORE, BE IT RESOLVED by the Township of Irvington, County of Essex, New Jersey as follows:

1. The Township accepts the donation for the purposes set forth above and thanks the International Association of Firefighters-Local 305 for its generosity and service to the Township.

Adopted

Absent: Hudley

Frederic – Jones 5. Authorize Disposal of Old/Unused Equipment With Govdeal

AUTHORIZE DISPOSAL OF OLD/UNUSED EQUIPMENT WITH GOVDEAL

WHEREAS, the Township of Irvington is the owner of certain equipment that is no longer being used; and

WHEREAS, the Township of Irvington is desirous of selling said equipment in an "as is" condition without express or implied warranties.

NOW THEREFORE BE IT RESOLVED, by the Township of Irvington, in the County of Essex, as follows:

- (1) The sale of old/used equipment shall be conducted through Govdeals pursuant to State of Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with Govdeals is available online at govdeals.com and also available in the Division of Purchasing.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2015-16.
- (4) A complete list of the old/used equipment is attached to this resolution, herein apart of the record.
- (5) The equipment on the attached list shall be sold in an "as is" condition without express or implied warranties with the successful bidder required to executed a Hold Harmless and Indemnification agreement concerning use of said surplus property.
- (6) The Township of Irvington reserves the right to accept or reject any bid submitted.
- (7) In the event that no bids are received, the Purchasing Agent is authorized to dispose of same for the benefit of the Township.

Adopted
Absent: Hudley

Cox – Jones 6. Authorizing Designation of PBR Urban Renewal LLC as Redeveloper for 60-72 Howard Street, Block 220, Lot 15.01

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN
THE COUNTY OF ESSEX AUTHORIZING THE
DESIGNATION OF PBR URBAN RENEWAL LLC AS
REDEVELOPER OF CERTAIN PROPERTY LOCATED
WITHIN THE TOWNSHIP OF IRVINGTON AND**

**AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land located in the municipality constitute area in need of redevelopment; and

WHEREAS, the Municipal Council of the Township of Irvington (the “**Township Council**”), by Resolution No. UEZ 16-0223-3, duly adopted on February 23, 2016, designated certain real property within the Township of Irvington (the “**Township**”) commonly known as 60-72 Howard Street, Irvington, New Jersey, and identified as Block 220 Lot 15.01 on the Official Tax Maps of the Township (the “**Property**”) as an area in need of redevelopment (the “**Redevelopment Area**”) pursuant to the Redevelopment Law; and

WHEREAS, the Township Council has determined to act as the “redevelopment entity” for the Redevelopment Area in accordance with the provisions of the Redevelopment Law which also authorizes the redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an “area in need of redevelopment” pursuant to N.J.S.A. 40A:12A-8; and

WHEREAS, the Redevelopment Area is subject to the *Scattered Sites, Summer 2006 Program, Areas in Need of Redevelopment, Redevelopment Plan* (as subsequently amended, the “**Redevelopment Plan**”), which was duly adopted by the Township Council pursuant to the Redevelopment Law and in accordance with the procedures set forth therein; and

WHEREAS, PBR Urban Renewal, LLC (the “**Redeveloper**”) submitted to the Township its plans for the development of an adult day care facility on the Property (the Project”, as further described in Exhibit A) for review and consideration; and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

WHEREAS, the Township evaluated the Redeveloper’s proposal according to criteria which included project concept descriptions and determined to commence negotiations with Redeveloper to enter into a redevelopment agreement; and

WHEREAS, the Township has determined that the redevelopment of the Property in accordance with applicable provision of the Redevelopment Plan will contribute to the redevelopment and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the legislative intent, goals and objectives of the Redevelopment Law; and

WHEREAS, the Township desires to designate the Redeveloper as the “redeveloper” for the Property pursuant Section 8 of the Redevelopment Law to undertake the redevelopment of the Property pursuant to the Redevelopment Plan; and

WHEREAS, the Township further desires to authorize the execution of a redevelopment agreement (the “**Redevelopment Agreement**”) with the Redeveloper for the Property, which Redevelopment Agreement specifies the rights and obligations of the respective parties, as well as the anticipated time frame for the completion of certain tasks,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington, County of Essex, New Jersey as follows:

1. **Generally.** The aforementioned recitals are incorporated herein as though fully set forth at length.
2. **Designation of the Developer.** PBR Urban Renewal, LLC is hereby designated as redeveloper, pursuant to *N.J.S.A. 40A:12A-1 et seq.*, of the Project, subject to the execution of the Redevelopment Agreement.
3. **Execution of the Redevelopment Agreement.**
 - a. The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.
 - b. The Municipal Clerk is hereby authorized and directed, upon execution of the Agreement in accordance with the terms of Section 3(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.
4. **Effective Date.** This resolution shall take effect immediately.

Exhibit A

Form of Redevelopment Agreement

REDEVELOPER AGREEMENT

By and Between

THE TOWNSHIP OF IRVINGTON

As Redevelopment Entity

and

PBR URBAN RENEWAL, L.L.C.

as Redeveloper

Dated: _____, 2017

THIS REDEVELOPER AGREEMENT (this “**Agreement**”) made this ____ day of _____, 2016 by and between

THE TOWNSHIP OF IRVINGTON, a public body corporate and politic of the State of New Jersey, having its offices at Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (the “**Township**”);

AND

PBR Investment L.L.C., a limited liability company of the State of New Jersey with principal offices located at 7 Sherman Blvd., Edison, NJ 08820 (together with permitted successors or assigns, the “**Redeveloper**”);

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, on July 11, 2006 the Municipal Council of the Township (the “**Township Council**”), by Resolution No. UEZ 06-0711-12 designated certain parcels located within the Township as “areas in need of redevelopment” pursuant to the Redevelopment Law (the “**Scattered Sites Redevelopment Area**”); and

WHEREAS, the Township Council on December 27, 2006 adopted Ordinance MC-3333, a redevelopment plan for the Scattered Sites Redevelopment Area and subsequently amended that Plan by ordinance in 2007 (as amended, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper is the owner of certain property designated on the tax map of the Township as Block 220, Lot 15.01 on the tax map of the Township and more commonly known as 60-72 Howard Street, Irvington, NJ (the “**Property**”); and

WHEREAS, on February 23, 2016, the Township Council adopted Resolution No. UEZ 16-022.3-3, designating the Property as an area in need of redevelopment pursuant to Redevelopment Law (the “**Redevelopment Area**”); and

WHEREAS, the Township Council, by Ordinance MC-3574, amended the Redevelopment Plan to incorporate the Property into the area governed by the Redevelopment Plan; and

WHEREAS, the project proposed by the Redeveloper is contemplated to consist of an adult daycare facility (the “**Project**”); and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the Township has determined to act as the “Redevelopment Entity” (as such term is defined at *N.J.S.A. 40A:12A-3*) for the Redevelopment Area to exercise the powers contained in the Redevelopment Law; and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Property (the “**Redeveloper Application**”); and

WHEREAS, the Township has determined that the redevelopment of the Property in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the legislative intent, goals and objectives of the Redevelopment Law; and

WHEREAS, the Township evaluated the Redeveloper Application according to criteria which included project concept descriptions and determined to commence negotiations with Redeveloper to enter into a redevelopment agreement; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the governing body of the Township has determined to designate the Redeveloper as the “redeveloper” (as defined in the Redevelopment Law) of the Property and to enter into this Agreement, which specifies terms of the redevelopment of the Property and the rights and responsibilities of the Township and the Redeveloper with respect to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1

DEFINITIONS

1.01. Definitions. As used in this Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," unless

otherwise specified. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Agreement unless otherwise specified.

“Agreement” shall be as defined in the preamble.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the Municipal Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Building Permit” shall mean a building permit issued by or on behalf of the Township for the Project.

“Certificate of Completion” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project (or a relevant Phase or portion thereof) in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” shall mean a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the Township and the applicable provisions of the Uniform Construction Code.

“Commence Construction” and **“Commencement of Construction”** shall mean the date on which the construction force and machinery is mobilized for construction of the Project on the Property.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Redevelopment Plan sufficient for issuance of Certificates of Occupancy for the Project, subject to (i) completing minor conditions of the Governmental Approvals; and (ii) installation of landscaping, final fixtures, and floor coverings.

“Declaration of Covenants and Restrictions” shall mean the filing with the office of the Essex County Clerk of: (i) a notice of the covenants as set forth in Sections 3.02 of this Agreement and (ii) notice as to the existence of this Agreement by and between the Township and Redeveloper, substantially in the form as attached hereto as Exhibit B.

“Effective Date” shall mean the date this Agreement is executed by the Township and Redeveloper.

“Event of Default” shall be as defined in Section 6.01.

“Extension Notice” shall be as defined in Section 6.09(b)

“Force Majeure” shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Redeveloper or the Township. Compliance with municipal laws regulating land use and construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall not be considered or construed as events of Force Majeure. Economic factors and market conditions shall also not be considered or construed as events of Force Majeure.

“Governmental Approvals” shall mean all governmental approvals required for the construction of the Project, including, without limitation: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board or its successor, in accordance with the Municipal Land Use Law; county planning board approvals; construction plans and specifications for the obtaining of building permits for the proposed construction; environmental approvals, consents and authorizations from the NJDEP and any other applicable agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“Insurance Requirements” shall be as defined in Exhibit C.

“Minority” shall mean a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

“Minority Business Enterprise” shall mean a sole proprietorship where the sole proprietor is a minority person; or a business corporation where fifty-one (51%) percent of the interest in such corporation is beneficially owned by minority persons and minority persons occupy the majority of management and board positions and control all decisions concerning the entity; or a partnership where fifty-one (51%) percent of the partnership interest in such partnership is beneficially owned by minority persons and minority persons occupy the majority of management and partnership positions and control all decisions concerning the entity; and which is certified as a bona fide minority business enterprise by a certifying agency designated by the Township.

“Municipal Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*, as same may be amended or supplemented from time to time.

“Notice” shall be as defined in Section 6.07

“Planning Board” shall be as defined in the recitals hereto.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Agreement.

“Project” shall be as defined in the recitals hereto. The Project shall encompass the redevelopment of the Property in compliance with the terms and conditions set forth in the Redevelopment Plan, Applicable Laws, Government Approvals and this Agreement.

“Property” shall be as defined in the recitals hereto.

“Redeveloper” shall be as defined in the preamble hereto.

“Redeveloper Application” shall be as defined in the recitals hereto.

“Redevelopment Area” shall be as defined in the recitals hereto.

“Redevelopment Entity” shall mean the Township acting in its capacity as a redevelopment entity pursuant to the Redevelopment Law and/or any permitted successors or assigns.

“Redevelopment Law” shall be as defined in the recitals hereto.

“Redevelopment Plan” shall be as defined in the recitals hereto.

“Scattered Site Redevelopment Area” shall be as defined in the recitals hereto.

“Small Business Enterprise” shall mean a business entity that is certified as a *bona fide* small business enterprise by a certifying agency designated by the Township.

“Redevelopment Plan” shall be as defined in the recitals hereto.

“State” shall mean the State of New Jersey.

“Termination Notice” shall be as defined in Section 6.02.

“Township” shall be as defined in the preamble hereto.

“Township Costs” shall mean all reasonable and necessary costs and expenses of the Township incurred in negotiation and implementation of this Agreement, including outside engineering and financial consultants fees, costs of counsel and any planning

professionals. “Township Costs” shall not include charges for services performed in the ordinary course of employment by Township employees.

“Township Council” shall be as defined in the recitals hereto.

“Uniform Construction Code” shall mean *N.J.A.C. 5:23-1 et seq.*, as same may be amended or supplemented from time to time.

“Women's Business Enterprise” shall mean a sole proprietorship where the sole proprietor is a woman; a business corporation where fifty-one (51%) percent of the interest in such corporation is beneficially owned by women and women occupy the majority of management and board positions and control all decisions concerning the entity; or a partnership where fifty-one (51%) percent of the partnership interest in such partnership is beneficially owned by women and women occupy the majority of management and partnership positions and control all decisions concerning the entity; and which is certified as a bona fide women's business enterprise by a certifying agency designated by the Township.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Agreement.

(c) All requisite action has been taken by the Township and all requisite consents have been obtained in connection with entering into this Agreement and the instruments and documents referenced herein to which the Township is a party, and the consummation of the transaction contemplated hereby, and to the best of the Township's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Agreement.

(d) This Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of

time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(e) The Township represents that to the best of its knowledge and belief there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Agreement.

2.02 Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Agreement.

(b) Redeveloper is duly organized and a validly existing legal entity under the laws of the State and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

(c) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(e) To the best of Redeveloper's knowledge and belief, after diligent inquiry, all information and statements included in any information submitted to the Township and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC, are true and correct in all respects. Redeveloper acknowledges that the facts and representations contained in the information, submitted by Redeveloper are a material factor in the decision of the Township to enter into this Agreement.

(f) To the best of their knowledge after diligent inquiry, Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.

(g) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project.

(h) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date.

(i) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.* or any other similar statute that is applicable to the Redeveloper shall have been filed.

(j) No indictment has been returned against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Agreement.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. Redeveloper agrees to record the Declaration of Restrictions in the office of the Essex County Clerk on the Property immediately following the Effective Date.

3.02. Description of Covenants. The covenants to be imposed upon Redeveloper, its successors and assigns, and recorded in the form of a Declaration of Covenants and Restrictions Exhibit B, shall set forth that the Redeveloper and its successors and assigns shall:

(a) Redeveloper shall construct the Project on the Property in accordance with the Redeveloper Application and the Redevelopment Plan.

(b) Redeveloper shall not sell, lease or otherwise transfer all or any portion of the Property without the written consent of the Township provided however that a Certificate of Occupancy shall constitute written approval for the sale or lease of a residential unit or retail space for which such Certificate of Occupancy has been issued.

(c) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Agreement.

(g) Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(h) Redeveloper will promptly pay the Township Costs upon execution of this Agreement and any and all taxes, service charges or similar obligations when owed to the Township with respect to any property situated in the Township.

3.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.02 shall be covenants running with the land. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Article 3.02 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenant in Section 3.02(c) shall remain in effect without limitation as to time.

3.04. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

ARTICLE 4

PROJECT DETAILS

4.01. General Scope of Project. It is understood and agreed by and between the parties that Redeveloper has the right to develop the Property consistent with the terms of Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement.

4.02. Redeveloper Deadline: Governmental Approvals, Commencement of Construction and Completion of Construction.

(a) Within thirty (30) days of the Effective Date, Redeveloper shall submit all applications for Governmental Approvals necessary for the Project.

(b) Within thirty (30) days of the receipt of all Building Permits, Redeveloper shall Commence Construction.

(c) Within one hundred and eighty (180) days of the receipt of all Building Permits, Redeveloper shall Complete Construction.

Should Redeveloper experience delays related to the above Project schedule, Redeveloper must immediately notify the Township of such delays. Provided that Redeveloper is diligently undertaking (a) through (c) above, and there are no other events of default, the Township may, in its reasonable discretion, grant extensions for delays to the Redeveloper Deadlines.

4.03. Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction pursuant to 4.02(c), Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy.

(b) Following the issuance of all of the Certificates of Occupancy and the satisfaction of the terms and conditions of this Agreement, the Township agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Agreement and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project within the dates for completion of same. Within 30 days after written request by Redeveloper, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the Township in order for Redeveloper to be entitled to the Certificate of Completion.

4.04. First Source Employment. The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts to employ residents of the Township in the construction of the Project in accordance with Chapter 15 of the Township's Municipal Ordinance. In addition to the foregoing, and consistent with market wages, the Redeveloper shall make good faith efforts to employ residents of the Township in the operation of the Project. The Redeveloper agrees to cooperate with the Township or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Township residents. The Redeveloper will cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in the Township job fairs and utilization of its central

registry. The Redeveloper agrees to meet with appropriate Township officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities. All contracts entered into by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision. The Redeveloper shall submit semi-annual reports to the Township regarding compliance with this Section 4.04. In addition, the Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Section.

4.05. Community Initiatives, Non-Discrimination and Affirmative Action.

The Redeveloper must comply with the requirements of all statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers, including New Jersey P.L. 1975, c. 127 (N.J.A.C. 17:27), and shall further comply with the requirements set forth in Exhibit D.

4.06. Redevelopment Fee. The Redeveloper shall make payments to the Township in the amount of \$10,000 per year (the “**Annual Redevelopment Fee**”) to defray the costs of investments made by the Township to encourage the redevelopment of the Property. The Redeveloper’s obligation to pay the Annual Redevelopment Fee shall commence following execution of this Agreement and such obligation shall end and terminate after payment of the Annual Redevelopment Fee for the year during which a Certificate of Occupancy is issued for the Project. The Annual Redevelopment Fee shall be prorated for the first and last years during which such Annual Redevelopment Fee is payable.

ARTICLE 5

EVENTS OF DEFAULT; TERMINATION

5.01. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a “Default” or a “default”, and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Township specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(b) Redeveloper’s failure or refusal to make any payment or deposit of funds required hereunder as and when required.

(c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a

custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; or (iv) Redeveloper shall have suspended the transaction of its usual business.

(d) Redeveloper (i) fails to perform its obligations with respect to implementation of the Project in accordance with this Agreement, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Agreement; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Township.

(e) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days of Notice by the Township.

(f) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage.

5.02. Remedies upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Township may, on written notice to Redeveloper (a "**Termination Notice**") terminate this Agreement and Redeveloper's designation as Redeveloper hereunder, and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Agreement.

5.03. Force Majeure Extension. For the purposes of this Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; *provided, however*, that such delay is actually caused by or results from the Force Majeure Event and not by the actions or omissions of the party claiming the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event.

5.04 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by the Township in asserting any of its rights or remedies as to any default by Redeveloper, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.05 Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

5.06 Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Redevelopment Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Agreement; *provided, however*, that (a) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Agreement by written notice to the other, and (b) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least eighteen (18) months from the date the complaint was filed, either Party may elect to terminate this Agreement.

ARTICLE 6

MISCELLANEOUS

6.01. No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Agreement.

6.02. Non-Liability of Officials and Employees of the Township and Redeveloper. No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Agreement.

6.03. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by Developer and the Township.

6.04. Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

6.05. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

6.06. Severability. The validity of any Articles and Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

6.07. Notices. Formal notices, demands and communications (“**Notice**”) between the Township and Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written Notice.

Copies of all notices, demands and communications shall be sent as follows:

To Township:

Township of Irvington
Attn: Musa A. Malik, Esq., Business Administrator
1 Civic Square
Irvington, New Jersey 07111

With copies to:

Township of Irvington
Attn: Ramon E. Rivera, Esq., Township Attorney
1 Civic Square
Irvington, New Jersey 07111

Township of Irvington
Attn: Genia C. Philip, Esq., Director
Dept. of Economic Development & Grants Oversight
1 Civic Square, Room 102
Irvington, New Jersey 07111

and

McManimon, Scotland & Baumann, LLC
Attn: Glenn Scotland, Esq.
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

To Redeveloper:

PBR Investment L.L.C.
7 Sherman Blvd.,
Edison, NJ 08820

Attn: Ragu Harinathan

With copies to:

Alan A. Siegel, Esq.
Vanderbilt & Siegel
331 Main Street
Chatham, NJ 07928
Phone: (973) 635-1200
Fax: (973) 635-2865

6.08. Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Township, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with (i) any breach by Redeveloper or its agents, employees or consultants, of Redeveloper's obligations under this Agreement, or (ii) the acts or omissions of Redeveloper or of Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 6.08 in the event that the indemnification otherwise due pursuant to this Section 6.08 is attributable to the gross negligence of the Township.

6.09. Contingency for Approvals of Project, Government Approvals and/or Building Permits. In addition to all other portions of this Agreement, Redeveloper's obligation to proceed under this Agreement is expressly contingent upon receipt of Project Approval.

(a) Approvals. Redeveloper's final obligation to proceed under this Agreement is contingent upon the ability of Redeveloper to verify: (i) the Township's full and final approval of the Project for the subject Property (ii) obtain all required final approvals, not subject to any opportunity of appeal by anyone, from the Township of Irvington, County of Essex, State of New Jersey, and/or such other necessary governmental and quasi-governmental boards or agencies having jurisdiction over the Property (collectively known as the "Government Entities") which are necessary to develop the Property. This shall include all final and non-appealable contractual arrangements, approvals, licenses, agreements, permits and authorizations required for the lawful use, construction, ingress and egress, drainage, utilities, sewer and water capacity, parking and signage necessary by Redeveloper to develop the Property in the configuration and design set forth by Redeveloper in its plans and applications. Notwithstanding the forgoing, if such approvals set forth in this Section 6.09(a) are not obtained by July 1, 2017 the Township may, in its sole discretion, terminate this Agreement.

(b) Approval Period Extension. During the process of construction, provided Redeveloper has submitted applications for various building permits and any other

required Government Approvals necessary from the Township pursuant to the approved Plan; and is diligently pursuing same and they are delayed through no fault of Redeveloper, Redeveloper, upon written notice to Township (the “**Extension Notice**”), shall be entitled to one(1) automatic extension comprised of a maximum period of ninety (90) days in order to complete the process necessary to achieve a Certificate of Completion and Certificate of Occupancy.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

Attest:

TOWNSHIP OF IRVINGTON

Name:
Title: Municipal Clerk

By: _____
Name: Tony Vauss
Title: Mayor

Attest:

PBR INVESTMENT L.L.C.

Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

REDEVELOPMENT PLAN

EXHIBIT B

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT C

INSURANCE REQUIREMENTS

General. At all times the Redeveloper shall maintain, or cause to be maintained, insurance for the mutual benefit of the Township and Redeveloper as their interest may appear:

(1) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, with minimum limits of \$50,000 each occurrence;

(2) Commercial General Liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of \$1,000,000 each occurrence, \$1,000,000 personal injury, \$1,000,000 general aggregate and \$1,000,000 products/completed operations, plus excess ("umbrella") liability policy(s) with coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. It is further understood that the Commercial General Liability insurance is primary and non-contributory, with the Township named as Additional Insured.

(3) Workers Compensation insurance providing statutory coverage and benefits as required by the State of New Jersey.

Redeveloper's obligation to provide insurance as to the Project shall cease upon the issuance of a Certificate of Completion.

Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A-" or better by A.M. Best and reasonably acceptable to the Township. Within seven (7) days of the execution of this Agreement, a certificate procured by Redeveloper pursuant this Exhibit C (or certificates thereof) will be delivered to the Township. At least 30 days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redeveloper to the Township as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in this Exhibit C will, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss will be payable to the Redeveloper and the Township, as their interest may appear and (b) such policies may not be canceled except upon 30 days prior written notice to the named insured, additional insured/certificate holder and loss payee.

Township as Insured. All policies of insurance required herein shall name the Redeveloper as the insured and the Township as the additional insured, as their respective interests may appear.

Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies under a blanket insurance policy or policies which can cover other properties as well as the Property; provided, however, that any such policy of insurance must (a) specify therein, or the Redeveloper shall furnish the Township with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required herein to be carried, and (b) Property will be written on a replacement cost, completed value basis.

Deductibles. All insurance provided under this Exhibit C may contain loss deductible clauses in such maximum amounts as the Township approves in its reasonable discretion.

Subrogation. All insurance policies obtained pursuant to this Exhibit C must include waivers of subrogation against the Township and Redeveloper.

Exhibit D

Community Initiatives

Equal Employment Opportunity

The Entity agrees that during construction of the Project:

(i) The Entity will not discriminate against any employee of the Entity or applicant for employment because of race, color, religion, sex, or national origin. The Entity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Entity agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township that are consistent therewith.

(ii) The Entity will, in all solicitations or advertisements for employees placed by or on behalf of the Entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Entity shall use good faith and commercially reasonable efforts to include qualified and certified Minority Business Enterprises, Women's Business Enterprises, and Small Business Enterprises as subcontractors and suppliers to the Project wherever possible.

(iv) The obligations contained in this Section shall be binding on all contractors and subcontractors to the extent that any work on the Project is done by any contractor or subcontractor, and any contract entered into by the Entity shall so provide.

First Source Employment

The Entity agrees to employ, and shall require in each of its contracts with contractors that they and their subcontractors must employ, residents of the Township in the construction of the Project, and in the operation and maintenance of the Project following Completion of Construction for so long as this Financial Agreement remains in effect with respect to the Project. Thirty (30%) percent of billable construction laborer, administrative and clerical hours associated with the Project shall be provided by Township residents or by employees of Minority Business Enterprises and Women's Business Enterprises, consistent with market wages. The Township shall designate a Township official to oversee and monitor the Entity's compliance with these First Source Employment requirements and affirmative action requirements, at no cost to the Entity. The Entity will engage

in and cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in Township job fairs and utilization of a central employment registry, if the Township maintains such a registry. The Entity agrees to meet periodically with the Township's designee at the designee's request, to discuss the status of the Entity's employment efforts and compliance with the requirements of this Section 2.07. All contracts entered into by the Entity for the construction of the Project shall contain appropriate language to effectuate this provision and the Entity covenants to enforce its contracts with its contractors and subcontractors, if such parties are not in compliance with the requirements of this Exhibit.

Affirmative Action

The Entity during the construction of the Project covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

(i) The Entity shall use good faith and commercially reasonable efforts to undertake a program of local preference to facilitate entering into contracts with and/or purchasing good and services from local merchants and businesses located within the Township, including preferences for local retail and restaurant businesses;

(ii) Where applicable, the Entity shall at all times conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Agreement to the contrary.

(iii) The Entity shall use good faith and commercially reasonable efforts to undertake a program of preference to facilitate entering into contracts with and/or purchasing goods and services from Minority Business Enterprises, Women's Businesses Enterprises, and Small Business Enterprises at a rate of 20%.

(a) Reporting and Enforcement.

(i) The Entity shall submit monthly reports regarding compliance with this Section as the Township may reasonably require.

(ii) Reports submitted by the Entity shall include names, addresses, ethnic origin of those who apply and are interviewed for employment including those denied employment. Reports should also include businesses hired, recruitment efforts including advertisements and letters to community groups advising them of employment and business opportunities.

(iii) The Entity covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Section.

(iv) The penalties for non-compliance with this Exhibit shall be as set forth in the Code of the Township.

Adopted
Absent: Hudley

Jones – Cox 7. Authorize Amendment to Emergency Contract for Sewer Jet Repair – \$3,077.28 for Additional Work for a Total Contract Price of \$31,077.57

AMENDING RESOLUTION NUMBER DPW 17-0215-7

WHEREAS, on February 15, 2017, resolution number DPW 17-0215-7 approved an emergency contract for the repair of a sewer jet engine for the Department of Public Works; and

WHEREAS, the original emergency contract was for an amount not to exceed \$ 28,000.29; and

WHEREAS, upon closer inspection of the sewer jet, additional repairs were required increasing the quote to \$31,077.57; and

WHEREAS, the Administration would like to amend the emergency contract to include the difference of \$3077.28 for the additional work; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, that resolution number DPW 17-0215-7 is hereby amended to an amount not to exceed \$31,077.57.

BE IT FURTHER RESOLVED, that the Township Attorney is hereby authorized and directed to prepare an amended to the original contract and the Mayor and the Township Clerk are authorized to sign the same.

Adopted
Absent: Hudley

Cox – Frederic 8. Authorize Professional Services Contract for Dental Insurance Brokerage Services - Alamo Insurance Group – January 12, 2017 to January 11, 2018 - Fees to be Paid by The Provider

RE-BID RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT FOR DENTAL INSURANCE BROKERAGE SERVICES FOR CALENDAR YEAR 2017

WHEREAS, all RFPs received on December 15, 2016 were rejected by the Administration on January 24, 2017 as per resolution DA 17-0124-7 for Insurance Brokerage Service; and

WHEREAS, the Request for Proposals for Insurance Brokerage Services for dental was publicly re-advertised in the New Jersey Star Ledger on February 13, 2017 with a deadline for qualifications to be submitted on March 01, 2017; and

WHEREAS, three qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Business Administrator; and

WHEREAS, the qualifications satisfied the bid requirement and;

WHEREAS, the Business Administrator has recommended award should be made to the following firm:

Alamo Insurance Group
55 Flanagan Way
Secaucus, NJ 07094

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for dental Insurance Brokerage Services be awarded Alamo Insurance Group, 55 Flanagan Way, Secaucus, NJ 07094 on the basis of their response to the request for proposal meeting the selection criteria and qualifications at no cost to the township, the fees will be paid by brokerage and commission fees will be disclosed to the Township; for one year starting on January 12, 2017 and ending on January 11, 2018; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted
Absent: Hudley

Jones – Cox 9. Reduce Two Year Contract for Solid Waste Collection by \$96,000.00
Due to Removal of Seventh Day Collection of Litter Baskets Effective May 1, 2017

AMENDING RESOLUTION FOR SOLID WASTE AND RECYCLING COLLECTION

WHEREAS, on October 25, 2016, resolution number DPW 16-1025-32 approved a contract for solid waste and recycling collection for the Department of Public Works; and

WHEREAS, the original contract was awarded for an amount not to exceed \$ 3,734,000.00; and

WHEREAS, it was determined that the Township no longer needs a seventh day collection of Township litter baskets; and

WHEREAS, the administration would like to amend this contract removing this service from the contract, which would reduce the two years contract by \$96,000.00 starting May 01, 2017; and

WHEREAS, the vendor has agreed to this change in writing; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, that resolution number DPW 16-1025-32 is hereby amended to reduce this contract to an amount not to exceed \$3,638,000.00

BE IT FURTHER RESOLVED, that the Township Attorney is hereby authorized and directed to prepare an amended to the original contract and the Mayor and the Township Clerk are authorized to sign the same.

Adopted
Absent: Hudley

Cox – Burgess 10. Authorize Handicapped Parking Space in Front of 247 Park Place

WHEREAS, N.J.S.A. 39:4-197.5 provides that the Municipality may by resolution provide for restricted parking spaces in front of residences for use by any person who has been issued a special vehicle identification card pursuant to the provision of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, request have been made for a restricted parking space in front of 247 Park Place:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 36:4-206, be established in front of 247 Park Place; and

BE IT FURTHER RESOLVED that the Department of Public Works is directed to place a sign designating and handicapped parking spaces.

Adopted
Absent: Hudley

Frederic – Jones 11. Urge President Trump and the U.S. Department of Homeland Security to Extend Temporary Protected Status for Haitian Nationals

URGING PRESIDENT DONALD TRUMP AND THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY TO EXTEND TEMPORARY
PROTECTED STATUS FOR HAITIAN NATIONALS

WHEREAS, on January 15, 2010, the United States Department of Homeland Security (DHS) granted Temporary Protected Status (TPS) to Haitian nationals who were in the United States as of January 12, 2010, the date of the devastating earthquake in Haiti; and

WHEREAS, the TPS designation allows eligible Haitian nationals to temporarily continue living and working in the United States; and

WHEREAS, TPS was made available to Haitian nationals for 18 months from January 12, 2010 to July 22, 2011; and

WHEREAS, on July 23, 2011, Haiti's TPS designation was extended and redesignated for 18 months, and the latest extension of TPS occurred on January 23, 2016 and expires on July 22, 2017; and

WHEREAS, Haiti has not yet recovered from the 2010 earthquake; the nation suffers from economic and political crises, rampant Zika and Chikungunya, the effects of a devastating cholera epidemic which has killed 10,000 and sickened 900,000, and most recently, the destructive effects of Hurricane Matthew, which cost Haiti \$2.7 billion or 32% of its GDP per a March, 2017 United Nations report; and

WHEREAS, on October 4, 2016, Hurricane Matthew was the first Category 4 hurricane to hit Haiti in 52 years; and

WHEREAS, Hurricane Matthew affected 2 million Haitians, left at least 1.4 million in need of emergency aid, killed 1,000 people, rendered 806,000 people extremely food insecure, left 1,250,000 Haitians—including a half-million children—without safe water, wiped out livestock and crops in broad areas, damaged or destroyed 1,663 schools, dramatically increased the number of cholera cases in Haiti, and left entire towns completely destroyed and cut off from the outside world by flooding and damage; and

WHEREAS, nearly six months later the United Nations estimates that hundreds of thousands of Haitians remain “extremely food insecure,” some have died as a result of malnutrition, and thousands may starve to death in what experts describe as a looming humanitarian disaster; and

WHEREAS, in “Desperate Haitians living in caves, eating toxic plants in post-hurricane Haiti,” by Jacqueline Charles, *Miami Herald*, March 24, 2017, Food for the Poor's President/CEO is quoted as saying, “They have no food. They have no water. They have no shelter...It really is a crime against humanity”; and

WHEREAS, per the same article, a few days earlier the same charity “reported that at least 13 Haitians in the Grand'Anse had died over the past 10 days because of hurricane-related food shortages in the region, and ‘Families are turning in desperation to fruits and foliage known to be poisonous in an attempt to quell their hunger and save their lives,’ the charity said in a press release. Haiti's current humanitarian situation is precarious and likely to get worse, the United Nations' Office for the Coordination of Humanitarian Affairs warned. [and] The vast majority of agricultural households have not recovered their means of production, their financial situation is rapidly deteriorating and their access to basic services has diminished considerably because of the end of emergency programs,” the U.N. humanitarian agency said in a report published last month.”; and

WHEREAS, per the same article, “While two out of three farmers in the Grand’Anse region lost three-fourths of their crops as a result of Matthew, the U.N. humanitarian agency also noted that 95 percent of farmers were unable to plant for the February or May harvest.”; and

WHEREAS, such reports are many and proliferating, indicating a worsening humanitarian crisis affecting hundreds of thousands of Haitians with which Haiti’s government is unable to cope; and

WHEREAS, the 50,000 Haitians with TPS have been in the US for at least six and a half years, the vast majority since well before the January 2010 earthquake, and have strong community ties including families with U.S.-born, American-citizen children; and

WHEREAS, the \$1.3B per year in remittances sent to Haiti from Haitians in the U.S. are crucial to sustain hundreds of thousands of loved ones back home in Haiti; and

WHEREAS, the United Nations has raised barely \$2 million of its \$400 million minimum goal to fight cholera in Haiti; and

WHEREAS, Haiti’s government is in no position to insure safety to or assimilate the 50,000 Haitians with TPS, nor to make up for their remittances should they be curtailed by their deportation, and it remains unsafe to deport them; and

WHEREAS, their deportation would consequently tend to destabilize Haiti, which is contrary to the national security interest of the United States; and

WHEREAS, there continue to be extraordinary and temporary conditions that prevent Haitian nationals from safely returning to Haiti, and therefore TPS should be extended for an additional 18 months.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that:

Section 1. Urges Secretary of Homeland Security John F. Kelly to extend Temporary Protected Status for Haitian nationals for at least another 18-month period.

Adopted
Absent: Hudley

Cox – Burgess 12. Authorize Change Order #5 and #6 for Wagner Place Emergency Operations Center – Increase Contract Amount by \$49,394.72 Resulting in a New Total Contract Price of \$913,701.73 Totaling a Net Change of 5.7%.

RESOLUTION TO APPROVE CHANGE ORDER NO.5 and 6 FOR THE EMERGENCY OPERATIONS CENTER AT FIRE STATION NO.3 (WAGNER PLACE)

WHEREAS, sealed bids were received on February 19, 2014 for the construction of an Emergency Operations Center at Fire Station No.3 (Wagner Place), and;

WHEREAS, a contract for this project was awarded on March 24, 2014 to Salazar & Associates, Inc., 625 Rahway Avenue, Suite 1A, Union, NJ 07083 at their bid price of \$865,163.00, and;

WHEREAS, change orders 1 through 4 were included within the scope of the original contract to that the contract sum was not altered and the cost of the contract remained at the bid price of \$865,163.00 and;

WHEREAS, during the course of the construction, several decisions were made to expand the scope of the contract areas that were not included within the original scope of the contract, specifically, the renovation of the office areas surrounding the apparatus room (interior finish plus baseboard heating) which was not included in the original scope of the contract, exterior masonry cracking noted during the construction and repair of the chimney for the building; and

WHEREAS, the architect and the contractor reviewed the field conditions and submitted proposals for this work which were reviewed by the project architect, The Musial Group, as well as the Township Engineer and a solution was proposed resulting in a change order proposal from the contractor, Salazar & Associates, in the amounts of \$8,390.04 and \$41,004.68, and;

WHEREAS, the proposed change order will result in an increase of the original contract in the amount of \$49,394.72 resulting in a new total contract price of \$913,701.73 for a net change of 5.7%.

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a Change Order number 5 and 6 the amount of \$49,394.72 are hereby approved.

BE IT FURTHER RESOLVED that pursuant to NJAC 5:34-5.2, the required certificate of Availability of Fund number C7-00214 for the above has been obtained from the Chief Financial Officer of the Township of Irvington and the appropriation to be charged for this expenditure in the amount of \$49,394.72 is account number C-04-55-839-011-901 and C-04-56-848-014-902.

Adopted
Absent: Hudley

Frederic – Jones 13. Commemoration - Earth Day and Anti-Graffiti Day, 2017

2017
EARTH DAY AND ANTI-GRAFFITI DAY

WHEREAS, 47 years ago Americans joined together on EARTH DAY in a united exhibition of concern for the environment, and their shared action resulted in the passage of sweeping new legislation to protect our air, water and land; and

WHEREAS, since the first EARTH DAY, despite environmental improvements, the environmental well being of the planet is increasingly endangered, threatened by global climate change, ozone depletion, growing world population, tropical deforestation, ocean pollution and nuclear waste, therefore requiring action by all areas of society; and

WHEREAS, EARTH DAY, 2017 is a national and international cry for action that all citizens join in a world effort to save the planet Earth, to preserve plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive; and

WHEREAS, the activities and events of EARTH DAY, 2017 will serve to teach all citizens of the importance of acting in an environmentally sound fashion by recycling, conserving energy and water, using efficient transportation, adopting more ecologically sensitive lifestyles, buying and utilizing products which are environmentally safe, and supporting the adoption of laws demonstrating concern for the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that we do hereby proclaim the importance of Earth Day, April 22, 2017 and as such will celebrate it as well as Anti-Graffiti Day in the Township of Irvington during the month of April, 2017.

Adopted
Absent: Hudley

Frederic – Cox 14. Pledge Support for Irvington's Wildlife

PLEDGE of Irvington Municipal Support for New Jersey's Wildlife

This Plan is in support of New Jersey Department of Environmental Protection, Division of Fish and Wildlife, State-level Priority Conservation Goals and Strategies

Recognizing that animals are an integral and valuable part of all communities and believing concern for the wellbeing of wild animals and wild species is a hallmark of a sustainable natural community the Irvington Municipality pledges its support for the New Jersey Wildlife Action Plan as outlined:

WHEREAS, New Jersey is home to a rich diversity of wildlife and ecologically significant natural communities,

WHEREAS, New Jersey's wildlife and wild places are under threat from development, fragmentation, invasive species and the impacts of people,

WHEREAS, the populations of mammals, birds, invertebrates, fish, reptiles and amphibians that live in and migrate through New Jersey find themselves clinging to smaller and smaller pieces of wild clean lands and aquatic habitats,

WHEREAS, it is more cost-effective to prevent species from becoming imperiled than it is to recover them once their populations have declined,

WHEREAS, a naturally functioning and healthy ecosystem represents a healthy environment for NJ wildlife and our citizens,

WHEREAS, the NJ Division of Fish and Wildlife, other state and federal agencies, and many partners in conservation have worked together to develop a state Wildlife Action Plan for the benefit of biologists, wildlife experts, municipal leaders, land stewards, non-profit organizations, educators, planners, researchers, outdoor recreation enthusiasts, landowners and all the people who know the wild places of New Jersey State,

WHEREAS, the New Jersey Wildlife Action plan is a comprehensive action agenda for the conservation of native wildlife, the restoration of important lands and water, and public education targeting the needs of rare wildlife in New Jersey,

WHEREAS, the residents of, and visitors to, New Jersey also enjoy and benefit from New Jersey's wildlife and wild spaces.

NOW THEREFORE, we the Township of Irvington, resolve to take the following steps with regard to our municipal land-use decisions with the intent of making Irvington an ecologically sustainable community. It is our intent to include these principles in our public lands management, our environmental resources inventory and to inform the next master plan revision and update our zoning accordingly.

- We will identify imperiled species, critical habitat and unique ecosystems in our Environmental Resource Inventory.
- Acknowledging that it is more cost-effective to protect species than recover species, we will protect populations of rare and imperiled species that live and breed in, and migrate through, the municipality and the habitats they depend upon.
- Because habitat integrity is critical to healthy biodiversity we will manage publicly owned lands in accordance with wildlife management actions laid out in the New Jersey Wildlife Action Plan and will promote the management of all protected lands to promote biodiversity.
- We will protect wildlife habitats and maintain connectivity of habitat when formulating an open space acquisition strategy, open space stewardship plans and through the municipal master plan including planning and zoning ordinances.
- We will seek to minimize disturbance of critical wildlife populations and their habitats from human activities, subsidized predators and invasive species.
- When possible and appropriate, we will work with neighboring municipalities to implement the aforementioned principles across municipal boundaries.

- When possible and appropriate, we will strive to monitor and implement appropriate management of municipal easements to ensure native vegetation and wildlife takes precedence over invasive and/or exotic species.

Adopted
Absent: Hudley

A. Communications

1. League of Municipalities – Legislative Bulletin # None

11. Pending Business

A. Establish One Way Westbound on Glorieux Street Between Nesbit Terrace and Stuyvesant Avenue
[TRAFFIC REPORT RECEIVED – PENDING COUNTY APPROVAL]

B. Establish Parking for Senior Bus Only At 1073 to 1081 Springfield Avenue [PENDING COUNTY APPROVAL]

12. Miscellaneous

A. Bingos and Raffles

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

Cox – Frederic 1. Regulate Abandoned and Unregistered Motor Vehicles

AN ORDINANCE REGULATING ABANDONED, INOPERABLE AND
UNREGISTERED VEHICLES

Adopted
Absent: Hudley

Lyons – Cox 2. Prohibit Certain Loud and Unnecessary Noises

AN ORDINANCE AMENDING CHAPTER 139-23-LOUD AND UNNECESSARY
NOISES PROHIBITED.

Adopted
Absent: Hudley

Cox –Frederic 3. Provide for Commercial Curb Loading Zones

AN ORDINANCE PROVIDING FOR LOADING ZONES

Adopted
Absent: Hudley

Cox – Burgess 4. Authorize Long Term Tax Abatement and Financial Agreement with PBR Urban Renewal, LLC for 60-72 Howard Street, Block 220, Lot 15.01

**AN ORDINANCE OF THE TOWNSHIP OF IRVINGTON APPROVING
THE APPLICATION FOR A LONG TERM TAX EXEMPTION AND
AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT
WITH PBR URBAN RENEWAL, LLC**

Adopted
Abstain: Inman
Absent: Hudley

B. Ordinances on 2nd Reading

1. President Lyons: A \$2,065,000.00 Refunding Bond Ordinance for Tax Appeal Settlements will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the Ordinance by title.

REFUNDING BOND ORDINANCE PROVIDING FOR
PAYMENT OF AMOUNTS OWING TO OTHERS FOR
TAXES LEVIED IN AND BY THE TOWNSHIP OF
IRVINGTON, IN THE COUNTY OF ESSEX, NEW
JERSEY, APPROPRIATING \$2,065,000 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$2,065,000
REFUNDING BONDS OR NOTES OF THE TOWNSHIP
FOR FINANCING THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The Township of Irvington, in the County of Essex, New Jersey (the "Township"), is hereby authorized to pay an aggregate amount not exceeding \$1,913,068 for amounts owed by the Township to the owners of various properties for taxes levied in the Township (plus certain costs associated therewith), as more particularly described on the List of Settled Appeals and available for inspection in the office of the Township Clerk, which list is hereby incorporated by reference as if set forth at length herein. Such amount shall be paid to taxpayers in the form of a refund, or used by the Township to reimburse tax appeal amounts applied as credits to taxpayers' future taxes payable, as applicable.

Section 2. An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount of \$2,065,000 pursuant to the Local Bond Law and the Municipal Qualified Bond Act.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the

chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this refunding bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time, but all such notes including renewals shall mature and be paid no later than the seventh anniversary of the date of the original notes; provided, however, that no notes shall be renewed beyond the first or any succeeding anniversary date of the original notes unless an amount of such notes, at least equal to the first legally payable installment of the bonds in anticipation of which the notes are issued, determined in accordance with the maturity schedule for the bonds approved by the Local Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this refunding bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed

in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 6. The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this refunding bond ordinance by \$2,065,000, but that the net debt of the Township determined as provided in the Local Bond Law is not increased by this refunding bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by that Law.

Section 7. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the

taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the Township as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 9. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

The Public Hearing on this ordinance is now open.

There were no requests to be heard.

Lyons – Frederic Motion to close public hearing

Adopted
Absent: Hudley

Lyons – Frederic Motion to adjourn final adoption of this ordinance until
the regular Council Meeting scheduled for April 26, 2017

Adopted
Absent: Hudley

Resolutions and Motions

A. Resolutions

Cox – Frederic 15. Replacement Appointment – Tenant Commissioner of Irvington Housing Authority – Andre Francis III Replacing Joanne Bennett [WALK ON BY SPONSOR]

WHEREAS, a vacancy exists in the membership of the Irvington Housing Authority due to the resignation of Joanne Bennett:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the following named person is hereby appointed as a Commissioner of the Irvington Housing Authority to fill the unexpired term of Joanne Bennett, said term to expire as indicated below:

| NAME & ADDRESS | TERM TO EXPIRE |
|----------------|----------------|
|----------------|----------------|

| | |
|---|----------|
| Andre Francis III 624 Nye Avenue Apt. 11V | 11-22-17 |
|---|----------|

Adopted
Abstain: Burgess
Absent: Hudley

12. Miscellaneous

B. General Hearing of Citizens and Council Members (limited to five minutes per person)

Rodney White, 41 Durand Place
Merrick Harris, 6 Hennessey Place
Elouise McDaniel, 214 Nesbit Terrace

Council Members Inman, Cox, Jones and Council President Lyons responded to the issues raised by the above referenced citizens.

13. Adjournment

There being no further business, the meeting was adjourned at 8:33 P.M.

David Lyons, Council President

Harold E. Wiener, Municipal Clerk